



**INVITATION FOR BID
Notice to Prospective Bidders**

May 26, 2004

You are invited to review and respond to this Invitation for Bid (IFB), entitled PUC Translator Contract: "Written Translation Services" (IFB 03SA5444). In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/Standard +Language](http://www.ols.dgs.ca.gov/Standard+Language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of California Public Utilities Commission, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Emilio Victorio-Sanchez
California Public Utilities Commission
(415) 703-3402
evs@cpuc.ca.gov.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Ivan Jen
(415) 355-4994
Contract Administrator

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**These documents are not required with the bid package but are required upon award of the contract.

A) Purpose and Description of Services**Background**

The California Public Utilities Commission (CPUC) regulates privately owned and operated natural gas, electric, telephone, water, sewer, and transportation companies in California. The CPUC holds public hearings, public participations hearings (PPH) and meetings throughout the state to provide the public the opportunity to express their views and their participation (all California diverse communities' input) to become part of the record in decision-making process on proceedings that will have significant economic impact on their everyday life. Participants include the Commissioners, Administrative Law Judges, various industry divisions staff, consumer advocacy groups, consumer-based organizations privately investor owned utilities and members of the public. CPUC meetings are usually held once every two or three weeks to discuss and decide various utility filings on Energy, Telecommunications, Water, Rail Safety Carriers and Legislative matters. These results are written decisions/documents that need to be translated into various languages to comply with California Law. In addition, previously establish systems to address general public complaints/inquiries generated by CPUC regulated utilities, including formal proceedings and formal testimony, tariff books, license application packets, complaint forms, press releases, public advisories, various consumer alerts, handbooks, fact sheets and guides produced in English for residential and business customers and consumer interest organization, specific rules and regulations and tariff addendums for and by utilities, and any public interest documents produced by CPUC may need to be available in languages other than English.

Service Required

Contractor shall provide the CPUC with the necessary linguistic expertise, desktop publishing expertise, materials, supplies and equipment needed to support the CPUC with written translation services. Translation services may be required in any of the following languages: Spanish, Chinese, Tagalog, Korean, Vietnamese, Russian, Hmong, Arabic, Farsi, and/or any other languages as needed. **Most of the translation work will be English to Spanish and will be the emphasis of this IFB.** See Attachment 9, Sample Standard Agreement (STD 213), Exhibit A, Scope of Work, for a complete description of services.

B) Bidder Minimum Qualifications**Prospective bidders must have:**

Contractor must have a minimum of three (3) years experience performing same or similar services within the last five (5) years. Contractor's experience must have been performed as an established business, under their current business name, not as a subcontractor for or employee of another established business. Contractor must ensure that only qualified translators are used for services provided and will be held responsible for the quality and accuracy of all translations. Contractor must also ensure that only qualified desktop publishing staff is used for services provided. See Attachment 9, Sample Standard Agreement (STD 213), Exhibit A, Scope of Work, Paragraph 6, for a complete description of qualifications. Contractor must provide a statement of "Availability of Equipment to Perform Service" listing the computer, peripheral equipment and software to be used in performing the services required. See Attachment 9, Sample Standard Agreement (STD 213), Exhibit A, Scope of Work, Paragraph 14, final deliverables to be provided.

- Translators must have three (3) years of continuous professional translation experience
- The Contractor must provide copies of language certifications from the American Translators Association (ATA) for translators used to translate CPUC documents in Spanish and Chinese.

- It is preferred that the translators used for the remaining languages listed in the Agreement have this same certification as well, or have certification from a government agency or other professional translation service organization.
- If neither the ATA nor other organizational certification is available for the remaining languages, the Contractor may certify, on company letterhead, that the translator(s) possesses a minimum of three (3) years of continuous professional translation experience.

Bid Requirements and Information

Bidders that are interested in participating in this IFB must submit their bids in accordance with date specifications in this IFB. The letter should identify the contact person for the solicitation process, including a phone and fax number. There must be only (1) contact person during the IFB process. Information related to a bidder will only be given to the designated person. It shall be the bidder's responsibility to immediately notify the CPUC's project representative in writing regarding any revision to the information pertaining to the designated contact person.

Bidders also must demonstrate their ability to translate. The following passage, which may typically be found in a CPUC brochure, must be translated into Spanish and provided in your bid. The CPUC will evaluate the statement for its accuracy. **Failure to adequately translate the passage will result in the rejection of your bid:**

What are prepaid phone cards?

Prepaid phone cards, also known as debit cards, are used to make long distance telephone calls. Phone cards are prepaid by the purchaser, usually in cash, and offer the consumer the convenience of making long distance calls, domestically or internationally, without using cash or telephone credit cards.

Calls are made by calling a 1-800 number and entering a Personal Identification Number (PIN) printed on the back of the phone card. Customers normally purchase phone cards for specific dollar amounts.

The cards provide long distance minutes based upon the specific rates set by the carrier. As calls are made, the usable minutes are automatically deducted from the card balance, which is either recorded on the card itself or on a central computer through which the long distance calls are routed. Some cards are also re-chargeable, allowing the user to add more calling time by dialing a toll-free number or accessing a web site and using a major credit card.

Prepaid phone cards are sold at many locations, such as convenience stores, liquor stores, discount stores, supermarkets, department stores, and small markets and shops. They can also be purchased through the Internet on the World Wide Web.

IF I AM A RETAILER OF PREPAID PHONE CARDS, WHAT SHOULD I KNOW?

You will want to be familiar with California Business & Professions Code Section 17538.9 that became effective on July 1, 1999. Of special interest to Retailers is 17538.9 (3) which states:

“The company shall print legibly on the card or packaging, and the vendor shall make available in a prominent area at the point of sale of the prepaid calling card or prepaid calling services, the following information:

(A) Any surcharges or fees, including monthly fees, per-call access fees, or surcharges for the first minute of use that may be applicable to the use of the prepaid calling card or prepaid calling services within the United States. (B) Whether there are additional or different prices, rates, or unit values applicable to international usage of the prepaid calling card or prepaid calling services. (C) The minimum charge per call, such as a three-minute

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minimum charge, if any. (D) The charge for calls that do not connect, if any. (E) The definition of the term "unit," if applicable. (F) The billing decrement. (G) The name of the company. (H) The recharge policy, if any. (I) The refund policy, if any. (J) The expiration policy, if any. (K) The 24-hour customer service toll-free telephone number required in paragraph (4)."

1) Key Action Dates

<u>Event</u>	<u>Date</u>
IFB available to prospective bidders	May 26, 2004
Final Date for Bid Submission by 5PM	June 11, 2004
Bid Opening and Proposed Award Date*	June 17, 2004

*If the agency is awarding to the lowest responsible bidder, and no requests have been made to publicly post a letter of intent, the agency may award the contract without delay (State Contracting Manual Section 5.65B3). Otherwise, the contract would be awarded after 5 working days.

2) Submission of Bid

- a) All bids must be submitted under **sealed** cover and sent to California Public Utilities Commission by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates, (page 4). The sealed cover must be plainly marked with the IFB number and title and must show your firm name and address. **The Cost Sheet (Attachment 3: Bidder's Proposal Worksheet) must be submitted in a separately sealed envelope**, and must be marked with "DO NOT OPEN", as shown in the following example:

(IFB03SA5444)
Bidder's Proposal Worksheet
Written Translation Services
Your name and Address

DO NOT OPEN

Bids not submitted under sealed cover may be rejected. A minimum of four (4) copies of the bid must be submitted. Only one copy of the Cost Sheet is required. Do not enclose the sample translation with your cost sheet.

- b) All bids shall include the documents identified in Section E, Required Attachment Checklist (see page 9). **Also required will be proof of valid certification.** Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Mail or deliver bids to the following address by 5PM, June 11, 2004:

Attention Emilio Victorio-Sanchez
California Public Utilities Commission
Public Advisor's Office
Written Translation Services
505 Van Ness Ave
San Francisco, CA 94102-3298

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, page 6. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

3) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) All proposals determined to be compliant with the Bidder Minimum Qualifications will have their Sealed Bidder's Proposal Worksheet opened. Award, if made, will be to the responsive, responsible bidder with the lowest hourly rate for English to Spanish translation services.

4) Award and Protest

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services,
- d) Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Public Utilities Commission on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

5) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

6) Agreement Execution and Performance

- a) Performance shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

- 1) Small Business Preference: www.osmb.dgs.ca.gov

Section 14835, et seq. of the California Government Code requires that a five- percent preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000.00 for any proposal, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and

Resources. Questions regarding the preference approval should be directed to that office at (916) 323-5478.

Certified small businesses will be given a 5% preference on their proposed hourly rate.

E) Required Attachments (DVBE Participation)

Due to the nature of the services being requested, Disabled Veteran Enterprise Program (DVBE) requirements are waived for this IFB.

ATTACHMENT 1REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Sheet*
_____ Attachment 4	Bidder References
_____ Attachment 5	Disabled Veteran Business Enterprise Participation Forms and Instructions DVBE requirements are waived
_____ Attachment 6	Payee Data Record (STD 204) (if currently not on file). Will be provided after award.
_____ Attachment 7	Contractor Certification Clauses (CCC-304) The CCC can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language . Will be provided after award.
_____ Attachment 8	Mandatory English to Spanish translation

*To be submitted under a separately sealed envelope accompanying your proposal.

ATTACHMENT 2BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return the "Sample Agreement" at the end of this IFB.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.**
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> If yes, enter certification number: If yes, enter your service code below:		
NOTE: A copy of your Certification is required to be included if either of the above items is Date application was submitted to OSBCR, if an application is		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3BIDDER'S PROPOSAL WORKSHEETNAME OF FIRM
FIRM ADDRESS

"Written Language Translation"

COST SHEET

The majority of the work is translated into Spanish and four core Asian languages –Chinese (Mandarin and Cantonese), Tagalog, Korean and Vietnamese. Initially it will be requested to have translations of many existing documents like; license application packets, tariff books, household goods carriers information booklet (moving companies) formal filing complaints forms and instructions (legal court type documentation), guide to public participation, etc. and once the core documents are translated the scope would be more of routinely issued press releases, consumer advisories, new developed brochures, etc. At this time, the specific order of the documents to be translated during the period of this agreement has not been established.

The responsive contractor will be selected based on the lowest translation cost based on a per English word count for English to Spanish translations.

However, costs must be provided for the following: formatting, editing, proofreading, typesetting, page layout of text and graphics, proofing of typeset copy, camera-readies, labor, material, tools, equipment, licenses, delivery costs and all other services necessary to perform the services as stated in Section F, sample Standard Agreement (STD 213), Exhibit A, Scope of Work, with final deliverables as stated in paragraph 14.

Rates must be provided for all languages noted, as the most commonly used, partial bids will be deemed non-responsive. Responses such as "To Be Determined", "Not Available" or bids not including all the information requested (cost per word, other charges, total costs) will be considered non-responsive and will not be considered for the purposes of this Agreement

The Contractor will be held to the rates in these quotes for the term of the Agreement, but the Commission is not required to use these services and may negotiate these prices lower as necessary.

Billing cycles are to be monthly and subject to standard state payment policies.

ATTACHMENT 4BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

Section F
Sample Standard Agreement (STD 213)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 04-015
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Public Utilities Commission

CONTRACTOR'S NAME

2. The term of this Agreement is: June 25, 2004 through June 30, 2005

3. The maximum amount \$
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work 6 pages

Exhibit B – Budget Detail and Payment 2 pages

Exhibit C* - General Terms and Conditions- 304

Exhibit D – Special Terms and Conditions 2 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)			
BY (Authorized Signature)	DATE SIGNED (Do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
STATE OF CALIFORNIA			
AGENCY NAME			
California Public Utilities Commission			
BY (Authorized Signature)	DATE SIGNED (Do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS		<input type="checkbox"/> Exempt per	
505 Van Ness Avenue, San Francisco, CA 94102			

EXHIBIT A**“SCOPE OF WORK”**

(1 of 6)

1. Contractor agrees to provide to the California Public Utilities Commission, (CPUC), with the necessary linguistic expertise, desktop publishing skills (graphics, typesetting, layout, etc.) as needed, materials, supplies and equipment needed to support the CPUC with translation services and produce the final deliverables as described herein. Services will be provided for the following languages.

Spanish	Chinese	Tagalog
Korean	Vietnamese	Thai
Hmong	Arabic	Hindi
Russian	Japanese	Hebrew
Lao	Farsi	Punjabi
Cambodian	Urdu	Others as needed

2. Contractor shall maintain current software applications such as, but not limited to, PageMaker, Illustrator, and Adobe Acrobat, upgrading as needed to ensure the electronic files provided to the CPUC are current and usable by the CPUC and/or its printers.
3. Contractor must be available to render services as of July 1, 2004 or on a later date set and agreed upon between the parties, upon contract approval.
4. The services shall routinely be performed for CPUC headquarters, 505 Van Ness Avenue, San Francisco, California (CPUC)
- 7. The project representatives during the term of this agreement will be:**

State Agency CPUC	Contractor:
Name: Emilio Victorio-Sanchez	Name:
Phone: (415) 703-3402	Phone:
Fax: (415) 703-2411	Fax:

Direct all inquires to:

State Agency: CPUC	Contractor:
Section/Unit: Public Advisor's Office/ BSO	Section/Unit:
Attention: Emilio Victorio-Sanchez	Attention:
Address: 505 Van Ness Avenue, SF., CA 94102	Address:
Phone: (415) 703-3402	Phone:
Fax: (415) 703-2411	Fax:

SCOPE OF WORK (Continued) (2 of 6)**6. Qualifications**

A. Contractor must ensure that only qualified translators are used for services provided through this Agreement and will be held responsible for the quality and accuracy of all translations.

- Translators must have three (3) years of continuous professional translation experience
- The Contractor must provide copies of language certifications from the American Translators Association (ATA) for translators used to translate CPUC documents in Spanish and Chinese.
- It is preferred that the translators used for the remaining languages listed in the Agreement have this same certification as well, or have certification from a government agency or other professional translation service organization.
- If neither the ATA nor other organizational certification is available for the remaining languages, the Contractor may certify, on company letterhead, that the translator(s) possesses a minimum of three (3) years of continuous professional translation experience.

B. Contractor must ensure that only qualified desktop publishing (DTP) staff is used for services provided through this Agreement. DTP staff must have:

- A minimum of three (3) years of experience providing graphic and page layout typesetting services within the last five years,
 - A minimum of one (1) year of experience creating/manipulating PDF files, including the creation of bookmarks and thumbnails.
- C. If the Contractor subcontracts any work, including subcontracting with another translation service company or desktop publisher, the Contractor will be held responsible to ensure that only qualified translators and desktop publishers are used for services provided as stated in Paragraphs 1 and 2 above. The Contractor retains complete responsibility for fulfilling the requirements of this Agreement.
- D. All communications, records originated or prepared by Contractor, PDF files, graphics, logos, glossaries, reports, brochures, charts, inventions, etc., produced and delivered under the auspices of this Agreement shall become the exclusive property of the CPUC and may be copyrighted by the CPUC and shall be released to the CPUC by Contractor.
- E. All equipment used by the Contractor is the property of the Contractor who is fully responsible for all maintenance and service required to ensure there is no delay or disruption to the services requested through this Agreement.

7. Current Languages

The Contractor shall translate specified information documents into any of the languages listed in paragraph 1 above. However, Spanish, Chinese, Tagalog, Korean and Vietnamese are used in the majority of the CPUC's translations.

8. New Languages

If the CPUC requests translation services into a language other than one of the languages listed on the cost sheet, the cost per word will be negotiated by the Project Coordinators for the CPUC and the Contractor or a cost for all languages has been established prior to requesting any other language.

9. Electronic Files

In addition to printed copies, if available, the CPUC will supply electronic files, in English, with the respective graphics and fonts used in the documents. These "working" files are created on a PC platform

SCOPE OF WORK (continued) (3 of 6)

and are primarily in PageMaker; however, some files may be in Microsoft Word. For updates to existing translated documents, the CPUC will supply the latest electronic working file of the translated document in the target language when available. TwinBridge, Windows 2000/XP is our available software for Chinese language. The Contractor should be prepared to utilize this layout software programs. The CPUC believes all of its translation files to be in good working order; however should a file become corrupt and need to be re-keyed, the Contractor should be prepared to provide such service. In such instances where re-keying is required in addition to translating, the CPUC will pay one-half (1/2) of the per-word translation cost for re-keying in addition to the per-word translation cost.

10. Translations

In order to preserve standards and maintain a needed consistency from publication to publication, and within an individual publication, the Contractor should use pre-established, translated terminology throughout the CPUC's documents (such as the translation of the phrase "California Public Utilities Commission"). This is most important when translating updates to existing translated public documents. When available, the CPUC will provide the Contractor with a glossary of commonly used terms. This glossary will remain the property of the CPUC, including any additions made to the glossary during the term of the Agreement. In addition, the Contractor will be expected to maintain and update the glossary, at no additional charge, as new terms become established. When a glossary is available in the target language, the Contractor is to provide the translator with a copy of the glossary for reference when translating text, to ensure that the pre-established translated terminology is consistently used. Contractor shall provide to the CPUC the updated glossaries in each target language upon request or upon contract termination. If the CPUC requests the creation of a new glossary in a specific language, this request will be handled in the same manner as other requests for translation services (per word rate). Once a new language glossary is established, the Contractor will be expected to maintain and update it, at no additional charge, as new terms are established.

Translations should be clear, concise with maximum ease of comprehension and minimum confusion and ambiguity. Vocabulary and syntax used must be standard and relevant to the majority of California residents who speak, read and write the language. Proper names or titles must provide the English name in parenthesis when the name is introduced the first time. Although translators should use vocabulary that is commonly understood by the intended audience of each document, contemporary colloquialisms or regionalisms are not acceptable unless specifically called for. Translations must accurately reflect the meaning contained in the English documents to be translated.

To ensure the translators fully understand the concepts used in these documents, the Contractor must allow and provide for direct open lines of communication between translators and the CPUC program experts for clarification of specific related terms and concepts, as needed.

11. Cost Estimates

The Contractor shall provide a written estimate for each translation within five (5) working days of request. Cost estimates submitted by e-mail on company stationery to the Project Coordinator are acceptable. The estimate for each project will be based on the number of English words to be translated and the number of pages in the English document. The Contractor will notify the CPUC of any changes to the estimate within five (5) working days of the original estimate. Final cost shall not exceed 10% of the original estimated amount without express written approval from the CPUC's Project Coordinator.

12. Typesetting

Upon approval of estimate, the Contractor shall translate, typeset and format documents to mirror corresponding English translation. This includes, but is not limited to margins, placement of graphics,

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font size, leading, kerning, and page number(s). Prior written approval from the Project Coordinator is required when any deviations are necessary to complete the translation. However, it is understood that because some translated text may be lengthier than the English text, the page flow may differ slightly which, in itself, would not require prior approval. In order to preserve standards and maintain a needed visual consistency, the Contractor should be prepared to follow certain CPUC publishing guidelines such as adding a language identifier to the English publication number. For example, Press Release 100 in Spanish will become Press Release 100-S. The Project Coordinator will provide the Contractor with standard guidelines to follow.

The CPUC's Project Coordinator reserves the right to reject electronic files received from the Contractor that are, in the judgment of the CPUC's Project Coordinator to be of poor quality or require excessive CPUC electronic prepress/file manipulation to impose. In such events the Contractor will correct and resubmit those files within 24-hours of being notified by the Project Coordinator. No additional payments will be made to the Contractor in the cases of Contractor error or omission. Repeated poor quality of electronic files from the Contractor due to typesetting/layout errors may be seen as the Contractor's inability to provide the required services and possible cause for termination of the Agreement.

13. Proof

Within thirty (30) days of the approved estimate, the Contractor shall submit a proof of the translation to the CPUC. The proof may be provided as a composite PDF file (current version of Adobe Acrobat) and sent electronically by e-mail to the Project Coordinator. The translated proof should be error free and reflect the correct layout inclusive of graphics, page flow, etc. The Contractor is responsible for ensuring that the proof is free of grammatical, spelling and punctuation errors before it is submitted to the CPUC. Translations should be carefully proofread by the translator as well as proofread by a second party before the proof is submitted to the CPUC. The CPUC will conduct an internal review and, if needed, submit corrections to the Contractor for language and formatting. Should there be a difference of opinion regarding word usage, language syntax, or interpretation, the Project Coordinator will instruct the internal reviewer to contact the translator so a mutually acceptable resolution can be found. There will be no additional charges in the case of Contractor error or omission. Upon mutual agreement between the CPUC's Project Coordinator and the Contractor, the CPUC may submit limited changes to the Contractor at the "Proof" stage of the project. These additions would be the exception but may be required due to unanticipated changes in dates, laws, amounts, etc. The changes submitted would be required to reflect the same changes made to the English version. The CPUC fully expects to compensate the Contractor for any additional English words at the rate noted in the Agreement for the specific language. If necessary, the CPUC may also provide additional time for the Contractor to make these changes.

Should a second proof be required, the Contractor shall submit the corrected proof within five (5) working days from the date corrections are requested. The CPUC considers two proofs to be reasonable, but should a subsequent proof(s) be needed, the same turnaround time frame will apply. The CPUC acknowledges the need for more than two proofs as the exception, but should the Contractor develop a pattern of consistently requiring more than two proofs per project, the CPUC may consider this a service problem and possible cause for termination of the Agreement.

14. Final Deliverables

Contractor is to submit final deliverables within fifteen (15) working days after the CPUC's Project Coordinator gives approval to go final. The CPUC expects the final deliverables to be free of any errors in

SCOPE OF WORK (continued) (5 of 6)

content and layout. If the final deliverables contain errors not due to actions of the CPUC, it may be considered a failure to meet the deadlines as outlined in Paragraph 16 below.

The final deliverables will consist of the following:

Working File – PageMaker* (PC compatible preferred)

- Typeset to match English version
- Sequential pages (not booked)
- Delivered either electronically (e-mail) or on CD ROM
- Accompanied by documentation describing which program was used to create the files as well as a list of the fonts used in the translated document

*It is understood that languages such as Chinese may require “working” files in specific software program. Please notify which or will be used in providing translations in Character written languages.

Booked Composite File – PDF (current version of Adobe Acrobat)

- Converted to PDF from final working file using “Perfect Plate” print driver and PPD (note: the CPUC is to supply Contractor with print driver)
- Booked pages
- Composite
- Delivered either electronically (e-mail) or on CD ROM

Booked Color Separations – PDF (current version of Adobe Acrobat) If needed.

- Converted to PDF from final working file using “Perfect Plate” print driver and PPD (note: the CPUC is to supply Contractor with print driver)
- Color Separated if needed (most documents to be translated don’t have a need for this)
- Delivered electronically or on CD ROM as camera ready art
- Upon request, camera-ready hard copy output, 1200 dip on laser quality camera ready paper (must be able to print out 12”x18” camera –readies)
- Press ready

14. Final Deliverables (continued)

Web File – PDF (current version of Adobe Acrobat)

- Converted to PDF from final working file (using screen optimized settings for Internet)
- Blank pages deleted
- Sequential pages
- Bookmarked with simple links from “Table of Contents” to associated chapters
- Translated web title and/or the name of the language, translated (used for link on the Internet) with standardized formatting delivered as gif or outline eps file (CPUC will provide standard format for web title)
- Delivered either electronically or on CD ROM

15. Performance/Turnaround

- Each translation request by the CPUC will be independent of other/prior requests and will have distinct turnaround times as specified by the CPUC’s Project Coordinator and described below.

SCOPE OF WORK (continued) (6 of 6)

- From the time the CPUC's Project Coordinator requests translation services, the Contractor shall submit a cost estimate within five (5) working days.
- From the time the CPUC's Project Coordinator approves the cost estimate, the Contractor shall have thirty (30) working days to provide a proof of the translated, typeset document.
- Should a second proof be required, the Contractor shall have five (5) working days, from the date corrections are requested, to provide a corrected second proof. In the rare case where more than two proofs are required the same turnaround time frame shall apply to subsequent proofs.
- From the time the CPUC's Project Coordinator approves the proof for final deliverables, the Contractor shall have fifteen (15) working days to provide all final deliverables listed in Paragraph 14 above.
- The Contractor shall provide services in an expeditious manner with a mutually agreed upon completion date for each project (maximum 60 days for each project). Transit time is included; however, time spent by the CPUC during its internal review process (approximately two weeks) is not included in the total turnaround time.
- The turnaround time is to commence at the time the CPUC's Project Coordinator confirms acceptance of the cost estimate.

16. Liquidated Damages

In view of the fact that actual damages to the CPUC resulting from Contractor's failure to fully perform under the terms of the contract are impracticable or extremely difficult to fix, Contractor agrees to pay the CPUC, as liquidated damages, \$20 per day for each day the Contractor fails to meet either the performance specifications or the technical requirements of the contract, except when circumstances preventing performance are beyond Contractor's control. The parties agree upon such sum as a reasonable attempt to estimate fairly the actual losses that will accrue to the CPUC, and fix damages accordingly, in the event of Contractor's failure to perform in whole or part. The liquidated damages fee will be deducted from the Contractor's invoices(s) for the amount due.

18. Pickup/Delivery

The Contractor shall provide pick up and delivery of all items requested within 48 hours at no additional cost. CPUC will attempt to work with Contractor via electronic exchange. In the event that the documents requested for translations are not available in written text, hard copy files will be made available.

19. Expedited Service

Occasionally the CPUC may require expedited services with quick delivery items. These instances are extremely rare and are not expected to happen more than a few times during the course of the contract. In these "rush" instances, the CPUC is prepared to pay a fee not greater than 25% of the normal cost for the services.

20. Authorized Employees

The following CPUC employees are authorized to request services under this Agreement:

Mary Evans	(415) 703-3342	Linda Serizawa	(415) 703-5259
Kyle DeVine	(213) 576-7050	Harriett Burt	(415) 703-2299
Judy Cooper	(415) 703-2188	Donna Silvestre	(213) 576-7058

Contractor agrees to notify CPUC of cost per document submitted for translation based on length and complexity and additional costs for formatting offered by your company, camera ready product (if needed or provided), and or any of the additional features that are available.

Contractor agrees to submit translations that have been proofread and are their final product to be delivered to CPUC. Critical Errors. Contractors shall edit documents for final review to eliminate critical errors that impact credibility of the translation to ensure they are thorough and accurate. In the event of errors, contractor shall correct them in a short period of time so that CPUC can disseminate and distribute the translated document(s) via website and printed materials.

EXHIBIT B

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. **RATES:** The rates for these services shall be as noted below. The rates for All Other Costs Per Page shall be all inclusive and should include all formatting, editing, proofreading, typesetting, page layout of text and graphics, proofing of typeset copy, camera-readies, labor, materials, tools, equipment, licenses, delivery costs and all other services necessary to perform the services and provide final deliverables as stated in Exhibit A, Scope of Work, paragraph 14 for the languages indicated below:

Language	Translation Cost Per English Word	All Other Costs Per Page
Arabic		
Armenian		
Cambodian		
Chinese		
Farsi		
French		
German		
Hebrew		
Hindi		
Hmong		
Japanese		
Korean		
Lao		
Punjabi		
Portuguese (Brazilian)		
Russian		
Spanish		
Tagalog		
Thai		
Urdu		
Vietnamese		

2. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Invoices shall include the Agreement Number and be submitted in duplicate not more frequently than monthly in arrears to:

EXHIBIT B
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California Public Utilities Commission
Fiscal Section
505 Van Ness Ave. 3rd Floor
San Francisco, CA 94102

BUDGET DETAIL AND PAYMENT PROVISIONS

3. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT D
Page 1 of 2**SPECIAL TERMS AND CONDITIONS**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State shall only pay for any State or local sales or use taxes on the services rendered or equipment supplied to the State pursuant to this Agreement.
2. **SETTLEMENT OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Chief, Administrative Support Division of the California Public Utilities Commission in San Francisco within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Administrative Support Division, or his designee, shall meet with the Contractor and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Administrative Support Division shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the solicitation package.

3. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
4. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operations, which is designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the State. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

EXHIBIT D

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SPECIAL TERMS AND CONDITIONS (continued)

5. **RIGHT TO TERMINATE:** This Agreement is subject to cancellation by the State (in whole or part) upon 30 days written notice. The State may cancel this Agreement without the 30-day written notice if, in its opinion the State finds cause for immediate termination. The State shall also be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
6. **FORCE MAJEURE:** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
7. **COMPUTER SOFTWARE COPYRIGHT LAWS:** Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.